

## CONTRACT

### BETWEEN

**Czech Republic - The Ministry of Labour and Social Affairs**

Represented by: Vlastimil Váňa, Deputy to the Head of Department for EU and International Cooperation  
Registered office: Na Poříčném právu 376/1  
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Tax ID: not a VAT payer  
Bank details: Česká národní banka, Na Příkopě 28, Praha 1  
Account No.: 2229001/0710

*(hereinafter the "Ministry")*

### AND

Name: Diana CHEIANU-ANDREI

Date of birth: [REDACTED]

Registered office/address: [REDACTED]

Moldova

Tel.: [REDACTED]

E-mail: [REDACTED]

Company ID: -

Tax ID: [REDACTED]

Bank details: Victoriabank S.A., fil. 3, VICBMD2X

Account No.: [REDACTED]

*(hereinafter the "Contractor")*

## **ON THE PROVISION OF SERVICES IN THE PROJECT "CAPACITY ENHANCEMENT OF MINISTRY OF LABOUR, SOCIAL PROTECTION AND FAMILY IN MOLDOVA"**

**as a part of the international development cooperation program of the Czech Republic**

### **1. SUBJECT-MATTER OF CONTRACT**

- 1.1. The subject-matter hereof are the activities related to the position of a consultant of the project entitled "Capacity Enhancement of Ministry of Labour, Social Protection and Family in Moldova" (PART 2 – Consultant Selection - repeated proceeding) carried out as part of the international development program of the Czech Republic.

The Contractor/**Consultant** agrees to perform the following, including but not limited to:

- to perform an initial questionnaire research (May 2016) and a second questionnaire research (2018), including a detailed data evaluation and drafting of a detailed report in both Romanian and English, oriented at:
  - a) Educational system and needs of social services staff working in different types of social services facilities in different areas of Moldova;
  - b) Quality of the social work performed and social services provided;
- Any analysis of the Moldovan legislation etc.;
- Analytical activities according to the needs of working groups established as part of the project (outputs in both English and Romanian).

1.2. The Contractor performs the activities continuously according to the needs of the Ministry.

1.3. The term for the performance of services shall commence immediately when the Contract is signed and shall expire on 31 December 2018.

## 2. REMUNERATION AND PAYMENT TERMS

2.1. The Contractor and the Ministry agreed that the remuneration for the services provided shall be EUR 16,00 per hour. The remuneration is final, the highest permissible and shall not be exceeded. The remuneration is inclusive of any and all costs, including VAT.

2.2. The Ministry agrees to pay for the services on the basis of an invoice. The invoice can only be issued by the Contractor when a time sheet has been presented to and agreed with the Ministry. The time sheet in English constitutes an essential attachment to the invoice.

2.3. The Contractor sends the invoice always after a given task completion.

2.4. The payment will be made in euro (EUR).

2.4.1. The EUR/CZK exchange rate will be calculated as of the date when the invoice amount is debited from the Ministry's account to the Contractor's account.

2.4.2. The amounts in the Contractor's invoice will be given in EUR.

2.5. The invoice due date shall be 30 calendar days from the date when it is served to the Ministry. For the purposes hereof, the invoice is deemed to have been settled when the invoiced amount is debited from the Ministry's account for the benefit of the Contractor's account.

2.6. The payments above will be made **exclusively by a bank transfer to the following account maintained on the Contractor's name:**

Recipient: Diana CHEIANU-ANDREI

Bank account: IBAN: [REDACTED]

### 3. CONTRACTOR'S OBLIGATIONS

The Contractor agrees to:

- 3.1. Provide the services and use funds paid by the Ministry exclusively for the project purposes and in line with the terms and conditions specified herein.
- 3.2. Communication between the Ministry and the Contractor and also, the required documentation will be kept exclusively in English.
- 3.3. Provide services using an implementation team member, through whom he demonstrated technical qualification prerequisites, the expert knowledge and experience of whom were subject to evaluation. The implementation team member – coordinator is  
Mrs. Diana Cheianu-Andrei  
E-mail: [REDACTED]  
Tel: [REDACTED]
- 3.4. The implementation team member must provide the services in person and without a prior written consent may not delegate their provision to another person.
- 3.5. A change in the implementation team member is permissible only following a prior written consent of the Ministry, and it is necessary that the new (substitute) implementation team member would meet the same qualification prerequisites as the original implementation team member. The contracting authority may refuse the new (substitute) implementation team member should the new (substitute) implementation team member fail to demonstrate relevant qualification in the field of concepts or education in social work/social services as the original implementation team member.
- 3.6. The Ministry is entitled not to accept the change in the implementation team member and not to accept any proposal for the change in implementation team member by the Contractor, in such case the Ministry may withdraw from the Contract (see Article 10.1 hereof).

### 4. INTELLECTUAL PROPERTY

- 4.1. The Contractor represents that he is a rightful owner of intellectual property rights to any and all information provided hereunder and that he may sell or transfer such rights in line with the terms and conditions hereof. If the intellectual property rights are owned by third parties, the Contractor will request such third parties to confirm in writing within four weeks following the signing hereof to the Ministry, that the Contractor is actually entitled to sell or dispose of such rights in line with the terms and conditions hereof.
- 4.3. The right of ownership to any tangible results arising from the performance hereof shall pass to the Ministry as of the handover and takeover date.

- 4.4. The copyright to tangible results arising from the performance hereof is governed by Section 61 (1) of Act No. 121/2000 Coll. on Copyright and Rights Related to Copyright and Amendment to Certain Acts (the Copyright Act), as amended.

## **5. DOCUMENTATION**

- 5.1. In addition, the Contractor will provide the Ministry with any updates of the presented documentation.
- 5.2. The Contractor agrees that the Ministry may make copies of the presented documentation or any part thereof, for internal needs of the Ministry directly related to the use of these documents by staff members of the Ministry. The Ministry will ensure that no details specified in the original documents related to the copyright are copied.

## **6. QUALITY AND MAINTAINING STANDARDS**

- 6.1. The Contractor agrees to fulfil the Contract with the highest professional standards. The Contractor is exclusively liable to comply with any and all statutory obligations arising from labour-law, tax and social regulations.
- 6.2. The Contractor is exclusively liable to obtain any licences or authorisations required for the fulfilment hereof under the laws and regulations applicable in the territory where he should perform the tasks he has been entrusted with.
- 6.3. The Contractor neither represents the Ministry nor does he act to make such impression. The Contractor is obliged to inform third parties of the fact that he is not a government official.
- 6.4. The Contractor is exclusively liable for his employees who perform the tasks he was entrusted with.
- 6.5. Should not the Contractor perform his duties arising from the provisions hereof, the Ministry may reduce the amounts paid or demand that they would be returned, in proportion to the established failure to perform the duties. The right of the Ministry to terminate the Contract is unaffected by this.
- 6.6. The Ministry may exercise this right against the Contractor, only should not the Contractor remedy such failure to perform his duties within 15 days from the date when the Ministry informs the Contractor of such failure to perform the duties.
- 6.7. The Ministry may inspect if the standards above are maintained.

## **7. LIABILITY FOR DAMAGE**

- 7.1. The Ministry is not liable for any damage incurred by the Contractor while performing this Contract, unless the damage is caused by wilful misconduct or gross negligence by the Ministry.

## Part 2: Consultant Selection – repeated proceeding

- 7.2. The Contractor is liable for any loss or damage caused while performing this Contract, even if he uses subcontractors. The Ministry is not liable for any actions or failure to meet obligations by the Contractor while performing this Contract.
- 7.3. The Contractor will compensate any damage in the event of any actions, claims or proceedings held against the Ministry by a third party as a result of the damages caused by the Contractor when performing this Contract.
- 7.4. The Contractor will take out an insurance policy against risks and damages in connection with this Contract, if required by applicable legal regulations. Upon the request by the Ministry, the Contractor agrees to take out additional insurance as reasonably practicable in line with the standard practice and in the given field. Upon the request by the Ministry, the Contractor will provide the Ministry with all relevant insurance policies.
- 7.5. The Contractor represents that,
  - he has neither made nor will he make an offer of any nature, under which he may gain benefit hereunder;
  - he has neither provided nor will he provide, neither have sought nor will seek to gain, nor has he obtained nor will he obtain any benefit, both financial or in kind, for the benefit of any party or by any party, if such benefit should consist in an illegal procedure or involves corruption, either directly or indirectly, is an incentive or remuneration related to the performance hereof.

### 8. TAX AND STATUTORY LEVIES

- 8.1. The Contractor is exclusively liable to comply with any tax legal regulations and rules regulating statutory levies from income applicable to him. Should he fail to comply with them, the relevant invoice becomes invalid.

### 9. FORCE MAJEURE

- 9.1. *Force majeure* shall mean any unforeseeable or extraordinary situation or event beyond the control of the Contracting Parties preventing any of the Parties to fulfil the obligations hereunder, not arising from default or negligence by any of the Parties or the Contractor and that may have not have been even averted even while exerting due care. With regard to defects in workmanship or material or their late delivery, labour disputes, strikes or financial problems, the *force majeure* may not be invoked, unless they arise from a specific occurrence of a *force majeure* event.
- 9.2. The Contracting Party affected by the *force majeure* event will inform the other Party of this without undue delay by a registered letter with a return receipt or in a similar fashion, while giving details of its nature, probable duration and anticipated effects.
- 9.3. Neither of the Contracting Parties will be liable for the breach of contractual obligations, if the performance thereof is hindered by a *force majeure* event. If the Contractor is unable to fulfil his contractual obligations as a result of the *force majeure* event, he is entitled to the payment for the actually performed tasks.

- 9.4. The Contracting Parties will take any required measures to limit the damage incurred to a minimum.

## 10. WITHDRAWAL

- 10.1. The Ministry reserves a right to withdraw from this Contract and the Contractor agrees to pay the any costs incurred arising therefrom in the following instances:
- should the Contractor fail to meet obligations related to the provision of any of the services hereunder, or
  - should the Contractor fail to present the required documents in timely manner, or
  - should the Contractor fail to comply with any of the terms and conditions hereof, or
  - should the Ministry have serious suspicion that the Contractor committed fraud, bribery, criminal conspiracy or indulged in other illegal activities that are harmful to the interest of the Ministry;
  - in the event of an early project termination by Moldova or the Czech Republic,
  - in any other event specified herein.

With the exception of the instances of fraud, bribery, criminal conspiracy or other illegal activities that are harmful to the financial interests of the Ministry, the Ministry may exercise this right only if the failure to meet such obligations or conditions is not remedied within 15 days from the date when the Ministry informs the Contractor of this.

- 10.2. Each of the Contracting Parties may withdraw from this Contract upon the occurrence of the *force majeure* event, of which it was informed in line with Article 9.2.

## 11. SUSPENSION OF FULFILMENT

- 11.1. Notwithstanding the right of the Ministry to withdraw from this Contract, the Ministry may in justified cases suspend the fulfilment of this Contract, commissioned orders or special contracts or any parts thereof. The suspension is effective as of the day when the Contractor receives a notice of this by a registered letter with return receipt or in similar fashion, or as of the later date specified in the notice. At any time following the suspension, the Ministry may request the Contractor to continue with the suspended work. The Contractor may not claim compensation as a result of the suspension of the Contract, orders or special contracts or any parts thereof.

## 12. AMENDMENTS

- 12.1. Any amendments hereto must be made in writing and must be signed by the Contracting Parties; otherwise such amendments are not effective and valid.

## 13. DECISIVE LAW AND DISPUTE RESOLUTION

- 13.1. This Contract is governed by national substantive and procedural law of the Czech Republic.

13.2. Any dispute between the Contracting Parties arising from the interpretation or fulfilment hereof, that may not be resolved amicably, will be brought before the courts of the Czech Republic.

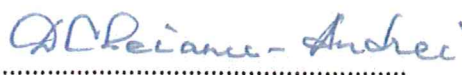
#### 14. FINAL PROVISIONS

- 14.1. This Contract comes into force when it is signed by duly authorised representatives of both Contracting Parties and will remain in effect until the transfer of the last payment from the account of the Ministry to the Contractor's account (Please refer to Article 2.5 hereof).
- 14.2. The Contractor acknowledges that the Contract, including any of its annexes or future amendments, will be published on the contracting authority's profile ([https://mpsv.ezak.cz/profile\\_display\\_2.html](https://mpsv.ezak.cz/profile_display_2.html)) pursuant to the obligation by the Ministry under Section 147 of Act No. 137/2006 Coll., on Public Contracts, as amended.
- 14.3. Done in Prague and Chisinau in three duplicates in English with the validity of an original document. The Ministry will receive two duplicates and the Contractor will receive one.

Prague, date: 15.7.2016

Chisinau, date: 22.7.2016

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For Ministry of Labour and Social Affairs of the  
Czech Republic:

Diana CHEIANU-ANDREI

Vlastimil Váňa  
Deputy to the Head of Department for EU and  
International Cooperation